

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 0242	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Idaho Operations Office Idaho Operations U.S. Department of Energy Idaho Operations Idaho Falls ID 89415	CODE 892432	7. ADMINISTERED BY (If other than Item 6) Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415	CODE 00701
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) FLUOR IDAHO, LLC Attn: AMANDA JORDAN 1070 RIVERWALK DRIVE, SUITE 201 IDAHO FALLS ID 83402		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 968795604 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0004083	
		10B. DATED (SEE ITEM 13) 02/04/2016	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section I.100, FAR 52.243-2 Changes - Cost Reimbursement (AUG 1987) Alt II and III (APR 1984)
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 968795604

The purpose of this modification is to add scope to CLIN-3 at Section C.6.2 Calcine Disposition - High Level Waste and SNF Long Term Planning. The DOE Contracting Officer is ratifying an unauthorized action in accordance with FAR 1.602-3 Ratification of Unauthorized Commitment through the ICP Core contract. Period of performance: April 20, 2020 through September 1, 2020. Please refer to the attached continuation pages incorporated as part of this modification. The Contractor is directed to continue operations in accordance with contract Section B.2.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Thomas M. Williams Director, Prime Contract	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate
15B. CONTRACTOR/OFFEROR <i>Thomas M Williams</i> (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA JENNIFER CATE <small>Digitally signed by JENNIFER CATE Date: 2020.12.07 08:51:49 -07'00'</small> (Signature of Contracting Officer)
15C. DATE SIGNED 12/07/2020	16C. DATE SIGNED 12/7/2020

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0004083/0242

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
FLUOR IDAHO, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>Payment: OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 06/01/2016 to 05/31/2021</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>Target ICP-Core DOE Mission Work</p> <p style="text-align: right;">2,070,926,972.00</p> <p>Line item value is: \$2,070,926,972.00 Incrementally Funded Amount: \$1,934,123,497.71</p> <p>The mod increases the Total Contract Value (Includes Options) by \$9,898 from \$2,121,844,786 to \$2,121,854,684.</p>				

This modification is being made under the authority of contract clause Section I.100, FAR 52.243-2 *Changes – Cost Reimbursement (AUG 1987) - Alternate II and III (APR 1984)*. This modification adds scope to CLIN-3 at Section C.6.2 Calcine Disposition – High Level Waste and SNF Long Term Planning as detailed below.

The indirect cost under CLIN-1 is adjusted to reflect this change per Section B.15(g).

The following changes are hereby made to the contract:

1. **SECTION B.2 (c) CONTRACT COST AND FEE SCHEDULE** is revised as follows:

CLIN-1: Target ICP Core DOE Mission Work Scope (Base)

The Direct Target Cost is unchanged at \$956,248,260.

The Indirect Target Cost is increased by \$1,481 from \$355,614,345 to \$355,615,826.

The Total Target Cost is increased by \$1,481 from \$1,311,862,605 to \$1,311,864,086.

The Cost Incentive (Target) is increased by \$73 from \$32,369,512 to \$32,369,585.

The Cost Incentive (Maximum) is increased by \$192 from \$81,072,292 to \$81,072,484.

The overall CLIN-1 Max Fee is correspondingly increased by \$192 from \$158,178,507 to \$158,178,699.

CLIN-3 Non-Target Work Scope:

The estimated cost for CLIN-3 is increased by \$8,225 from \$58,829,070 to \$58,837,295.

The fixed fee under CLIN-3 is unchanged at \$3,091,456.

Summary:

The revised Total Contract Value (Includes Options) is increased by \$9,898 (cost and fee adjustments under CLIN-1 and CLIN-3) from \$2,121,844,786 to \$2,121,854,684.

The following B.2(c) Fee Model has been updated to reflect the adjustments to CLIN-1 and CLIN-3.

B.2(c) Table				
CLIN 00001- TARGET ICP-CORE DOE MISSION WORK (BASE)				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	956,248,260	158,178,699		1,470,042,785
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	355,615,826			
	1,311,864,086			
Target Fee			64,937,272	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		77,106,215		
Subtotal Incremental Cost Incentive Fee		81,072,484		
Cost Incentive Breakout				
Cost Incentive (Max)		81,072,484		12.95%
Cost Incentive (Target)			32,369,585	4.95%
CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE				
	Target Cost	Max Fee	Target Fee	Total Price
Navy (Pieces, Parts and Fines - 102 Cans)	42,567,244	5,408,387	2,513,098	47,975,631
Milestone-Schedule & Performance		3,970,091	1,963,325	
Cost Incentive (Max)		1,438,296	549,773	
CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE				
	Estimated Cost	Fee		Total Price
Total Non-Target Work Scope (See Contracting Officer for Breakout)	58,837,295	3,091,456		61,928,751
CLIN 00004- CONTRACT TRANSITION PERIOD				
Transition	6,811,889	0		6,811,889
CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS				
Pension	125,000,000	0		125,000,000
CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER				
	Estimated Cost	Max Fee	Fee Gal	Total Price
IWTU Ops (C.6.1) (Definitized by Modification 152)	0	-	\$ 6.53	\$ -
	Estimated Cost	Fee		
IWTU Phase 1 - Process Assessment (C.6.1.1) (Fixed Fee)	19,331,848	956,926		20,288,774
IWTU Phase 2 - Technical Issue Resolution (C.6.1.2) (Milestone Fee)	115,785,533	5,523,919		121,309,452
IWTU Phase 3/4 - Startup of Radiological Operations (C.6.1.10) (Fixed/Milestone Fee)	194,613,711	22,955,979		217,569,690
Total (Excluding C.6.1 IWTU Ops)	329,731,092	29,436,824		359,167,916
Total Contract Cost (Excluding Options)				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,874,811,606	196,115,366	67,450,370	2,070,926,972
Total Contract Cost (Includes Options)				
Priced Options	Target Cost	Max Fee	Target Fee	Total Price
00001a - GrndWtr Monitoring Wells / CFA Landfill	773,962	100,228	38,311	874,190
00001b - GrdWtr Monitoring Wells/TAN Rem	676,966	87,667	33,510	764,633
00001c - Legacy Excess Radioactive/Haz Materials	24,747,535	3,204,806	1,225,003	27,952,341
00001d - RCRA Closure of AMWTP Facilities (Definitized by Modification 207)	-	-	-	-
00001e - Additional Temporary Storage	6,548,465	848,026	324,149	7,396,491
00001f - RH TRU Lot 11 Option Work (Definitized by Modification 050)	-	-	-	-
00001g - RH TRU Lot 12 Option Work	12,341,796	1,598,263	610,919	13,940,059
00001h - RH TRU Lot 11 GFY 2020 Option Work (Definitized by Modification 142)	-	-	-	-
00001i - RH TRU Lot 11 GFY 2021 Option Work (Definitized by Modification 220)	-	-	-	-
Total Options	45,088,724	5,838,990	2,231,892	50,927,714
Total Contract Cost (Includes Options) and Max Fee	1,919,900,330	201,954,355	69,682,262	2,121,854,684
Contract Performance Ceiling (B.6)				
Contract Performance Ceiling	1,583,667,599			

NOTE: Fixed Fee values from CLIN-3 and CLIN-6 are included in the max fee value for the total contract cost and total contract cost including options.

No other changes to Section B.2.

- SECTION B.6(a)(2) CONTRACT PERFORMANCE CEILING** is increased by \$9,898 from \$1,583,657,701 to \$1,583,667,599.
- SECTION C.6.2 CALCINE DISPOSITION – HIGH LEVEL WASTE AND SNF LONG TERM PLANNING** is revised to incorporate the following language:

This scope was performed by Mr. David Bland, service provider (not affiliated with Fluor Idaho), under an unauthorized commitment by a DOE federal employee and is hereby incorporated into the ICP Core contract through this contract modification. The

DOE-ID Contracting Officer is ratifying this unauthorized action in accordance with *FAR 1.602-3 Ratification of unauthorized commitment* through the ICP Core contract. Period of performance for the unauthorized commitment was April 20, 2020 through September 1, 2020.

Scope to be incorporated: Provide managerial and technical support to the DOE-ID EM team assigned to an Integrated Project Team (IPT). The work will include support in the evaluation of options for packaging and/or options for management of the spent nuclear fuel (SNF) currently stored or planned for receipt and storage of the Idaho National Laboratory (INL). The purpose of this review is to provide DOE-EM Headquarters and DOE-ID senior management technically-defensible recommendations to support informed decisions regarding the long-term management of SNF at the INL, including the path forward strategy for implementing the required infrastructure and capabilities necessary to cost-effectively comply with the 1995 Idaho Settlement Agreement (ISA). To that end, the IPT will evaluate the costs, risks, and benefits of the current planning baseline (i.e., RRDS in the envisioned ISFF), as well as identify viable alternatives and conduct an Analysis of Alternatives (AoA) for the management of SNF at the INL.

Based on this change, the CLIN-3 estimated cost is increased by \$8,225; \$0 additional fee. DOE-ID has determined this price to be fair, reasonable and an appropriate payment amount in exchange for these services from Mr. Bland. In addition, per B.15(g) CLIN-1 indirect costs for POH are increased by \$1,481. The corresponding target fee is increased by \$73 and the max fee is increased by \$192.

No other changes to Section C.6.2.

No other changes to the terms and conditions.